

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application No.: 10/560,194      Confirmation No.:  
Applicant(s): Tai et al.  
Filed: 06/10/2004  
Art Unit:  
Examiner:  
Title: Receptacle Connector Assembly For IC Card and IC Card  
Connector

Attorney Docket No.: 003D.0083.U1 (US)  
Customer No.: 29,683

Commissioner For Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Petition Under 37 CFR §1.47(a)

Sir:

Applicant's attorney hereby petitions under 37 CFR §1.47(a) for a patent in the above-identified patent application.

Enclosed are the following items to support this petition:

- Statement of Facts;
- Fee under 37 CFR §1.17(g) ; and
- Inventor declaration signed by some of the inventors (the signing inventors).

Please overcharge deposit account 50-1924 for any fee deficiency, or any extension of time fees or surcharge fee.

Respectfully submitted,

Mark F. Harrington 4/7/06  
Mark F. Harrington (Reg. No. 31,686) Date

**Customer No.: 29683**

Harrington & Smith, LLP  
4 Research Drive  
Shelton, CT 06484-6212  
203-925-9400

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail on the date shown below in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

4/7/2006  
Date

Clair F. Mason  
Name of Person Making Deposit

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Statement of Facts to Support  
Petition Under 37 CFR §1.47(a)

Sir:

The undersigned hereby declares:

I, Mark Harrington, am a patent attorney with the law firm of Harrington & Smith, LLP, 4 Research Drive, Shelton, CT 06484.

Based upon information and belief, one of the inventors, **Scott Lu** (hereinafter the non-signing inventor), in the above-identified patent application refuses to sign the oath/declaration for the present application or cannot be found or reached after diligent effort. Therefore, application for patent in the above-identified patent application is being made on behalf of the nonsigning inventor by all the available joint inventor(s).

### **Relationship To The Inventor:**

The undersigned has no relationship to the nonsigning inventor.

### **Proof That The Inventor Cannot Be Found Or Reached After A Diligent Effort Or Refuses To Execute The Application Papers:**

- On February 7, 2006 a letter was sent by the undersigned to the nonsigning inventor at his last known address. A copy of that letter is attached in Exhibit A. The letter and documents referred to in the letter were sent to the non-signing inventor via Federal Express with a pre-paid return envelope. The documents included a copy of the application as filed including a copy of the specification, claims and drawings. No reply was received to that letter.
- Based upon information and belief, prior to mailing of the letter noted above, a copy of the declaration was delivered to the wife of the non-signing inventor and delivered to the non-singing inventor by his wife. In a subsequent telephone conversation with a former co-worker, the non-signing inventor indicated that he would not sign the declaration.

### **Last Known Address Of Inventor:**

Based upon information and belief, the last known address of the inventor is:

Scott Lu  
72-20, Fu-An 2<sup>nd</sup> Street

Chung Li City, 320  
Taiwan (ROC)

**Proof That The Filing Of The Application Is Necessary:**

The U.S. national stage application was filed with the USPTO on 12/8/2005. A Notification of Missing Requirements Under 35 U.S.C. 371 was mailed on 03/15/2006. A response to the Notice is due by 05/15/2006. Unless this application for patent (without the non-signing inventor's signature) is accepted, the above-identified application will go abandoned.

Thus, the present Petition Under 37 CFR §1.47(a) is necessary to preserve the rights of the parties.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Date: 4/7/06

By: Mark Harrington  
Name: Mark Harrington

## **Exhibit A**

LAW OFFICES  
**HARRINGTON & SMITH, LLP**

Patent, Trademark and Copyright Practice  
4 Research Drive  
Shelton, Connecticut 06484-6212  
U.S.A.

Mark F. Harrington  
Harry F. Smith  
Christine W. Beninati

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www.HSPatent.com

Gerald J. Stanton  
David M. O'Neill\*  
Robert J. Mauri  
Jeffrey R. Ambroziak  
Walter J. Malinowski\*

Via Federal Express

February 7, 2006

\* - NY Bar

Mr. Scott Lu  
72-20, Fu-An 2<sup>nd</sup> Street  
Chung-Li, Tao Yuan  
Taiwan 320

Re.: U.S. Patent Application No. 10/560,194  
Based upon International Applic. No.: PCT/SG2004/000176  
"Receptacle Connector Assembly For IC Card And IC Card Connector"  
Our Ref. No. 003D.0083.U1(US)

Dear Mr. Lu:

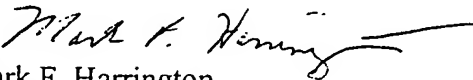
We represent FCI for the above-identified patent application in the United States. Enclosed is a copy of the application including the description, claims and drawings. You are one of the inventors as identified in the International Applic. No.: PCT/SG2004/000176. We need to file a declaration in the U.S. Patent and Trademark Office to complete the national stage filing requirements. Enclosed is a copy of the declaration for your signature. Please sign and date the enclosed declaration and return it to us in the enclosed prepaid Federal Express return envelope.

We understand that you now work for a competitor of FCI, and have previously indicated that you would not sign the declaration. However, in order to proceed with the U.S. patent application, regardless of whether or not you actually sign the declaration, we needed to attempt to present you with the papers for signing. If you agree to signing the formal papers for the U.S. patent application, also enclosed is an assignment document which you can also sign and return.

Thank you for your consideration.

Sincerely,

HARRINGTON & SMITH, LLP



Mark F. Harrington  
MFH/  
Encl.

From: Origin ID: OXCA (203) 925-9400  
Ann Okrentowich  
HARRINGTON & SMITH, LLP  
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UNITED STATES

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Scott Lu

72-20, Fu-An 2nd Street  
Taoyuan

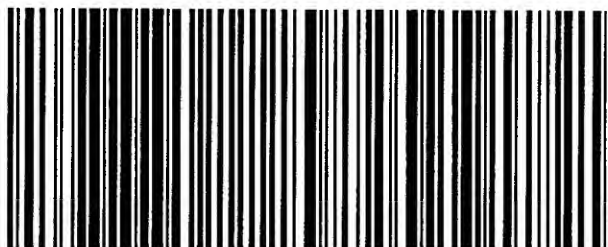
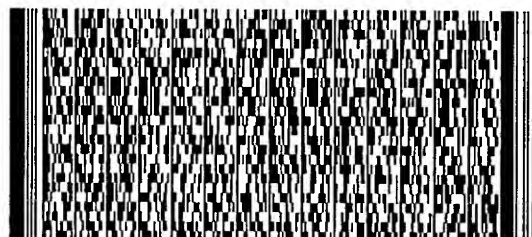
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REF: 003D.0083.U1(US)  
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DESC-2:  
DESC-3:  
DESC-4:  
EEI: NO EEI 30.37(a)  
COUNTRY MFG: US  
CARRIAGE VALUE: 0.00 USD  
CUSTOMS VALUE: 1.00 USD  
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